

Recorded by:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20091167456,12/21/2009 04:48  
O2710-3-1-1--N

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**City of Glendale, Arizona**

**ORDINANCE NO. 2710 NEW SERIES**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**

ORDINANCE NO. 2710 NEW SERIES

ELAINE M. SCRUGGS  
MAYOR

ATTEST:

PAMELA HANNA  
City Clerk

STATE OF ARIZONA )  
County of Maricopa ) ss  
City of Glendale )

(SEAL)

APPROVED AS TO FORM:

CRAIG TINDALL  
City Attorney

I, the undersigned, Pamela Hanna, being the duly qualified City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2710 New Series is a true, correct and accurate copy of Ordinance No. 2710 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 8th day of December, 2009, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

Given under my hand and seal this 21st day of December, 2009.

PAM KAVANAUGH  
Assistant City Manager

  
CITY CLERK

ORDINANCE NO. 2710 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AT THE NORTHWEST CORNER OF 51<sup>ST</sup> AVENUE AND CAMELBACK ROAD; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the irrigation easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Salt River Project an easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description is contained in the Easement.

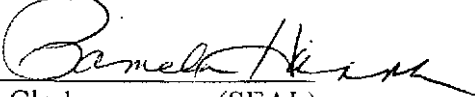
SECTION 2. That the City hereby reserves the right to use the irrigation easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.


PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 8<sup>th</sup> day of December, 2009.

  
MAYOR


ATTEST:

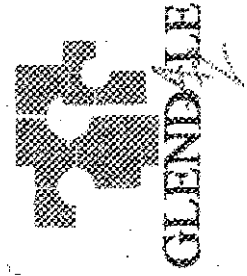
  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager



**GRANT IRRIGATION EASEMENT TO  
SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB348

P. O. Box 52025

Phoenix, Arizona 85072-2025

**IRRIGATION EASEMENT**

Maricopa County  
Glendale Onboard Transportation Program  
NWC 51<sup>st</sup> Ave & Camelback Rd

R/W #861, 385 Agt.IAG  
Job #RD-72835  
W \_\_\_\_\_ C \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That

**CITY OF GLENDALE, ("Grantor")**  
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT** ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure, together with all the necessary and appurtenant facilities, through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof

Grantor shall not convey any easements or grant any permits to others within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of the easement area which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement area.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantor, its heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace, and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines, and street lighting on the surface of the easement area.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement area, subject to compliance with the specifications shown in Exhibit B, attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF GLENDALE**, an Arizona municipal corporation

\_\_\_\_\_  
Ed Beasley, City Manager

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
Craig Tindall, City Attorney

\_\_\_\_\_  
Pam Hanna, City Clerk

STATE OF ARIZONA       )  
                                  ) ss.  
COUNTY OF MARICOPA   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by Ed Beasley, City Manager for the **CITY OF GLENDALE**, an Arizona municipal corporation of the State of Arizona, on behalf of the corporation for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set form in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR**  
**SALT RIVER PROJECT PIPELINE EASEMENT**  
**WITHIN THE CITY OF GLENDALE**

Those portions of the Southeast quarter of Section 17 and the Northeast quarter of Section 20, all in Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Section corner common to Sections 16, 17, 20 and 21 (brass cap in handhole) from which the quarter corner common to said Section 17 and said Section 20 (brass cap in handhole) bears North 89°26'28" West, 2680.54 feet;

thence South 00°28'22" West, 34.50 feet along the East line of said Northeast quarter of Section 20 to the City Limits line common to the City of Phoenix and the City of Glendale;

thence departing said East line North 89°26'28" West, 37.33 feet along said common City Limits line to the POINT OF BEGINNING;

thence continuing North 89°26'28" West, 20.02 feet along said common City Limits line;

thence departing said common line North 02°07'35" West, 34.54 to the Section line common to said Section 17 and said Section 20;

thence departing said common Section line and continuing North 02°07'35" West, 66.62 feet;

thence North 00°26'34" East, 1.55 feet to the West right of way of North 51st Avenue;

thence North 45°30'03" East, 9.75 feet along said West right of way;

thence North 00°26'34" East, 61.70 feet continuing along said West right of way;

thence departing said right of way North 11°00'41" East, 38.17 feet;

thence North 00°26'34" East, 325.68 feet;

thence South 89°33'26" East, 3.00 feet;

thence North 00°26'34" East, 74.00 feet;

thence South 89°33'26" East, 20.00 feet;

thence South 00°26'34" West, 74.00 feet;

thence North 89°33'26" West, 3.00 feet;

thence South 00°26'34" West, 327.53 feet;



**URS**

thence South 11°00'41" West, 54.52 feet;

thence South 00°26'34" West, 51.75 feet;

thence North 89°33'26" West, 3.90 feet;

thence South 02°07'35" East, 67.11 feet to said common Section line of Section 17 and Section 20;

thence departing said common Section line and continuing South 02°07'35" East, 34.54 feet to said common City Limits line and the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 12,035 square feet or 0.2763 acres more or less.

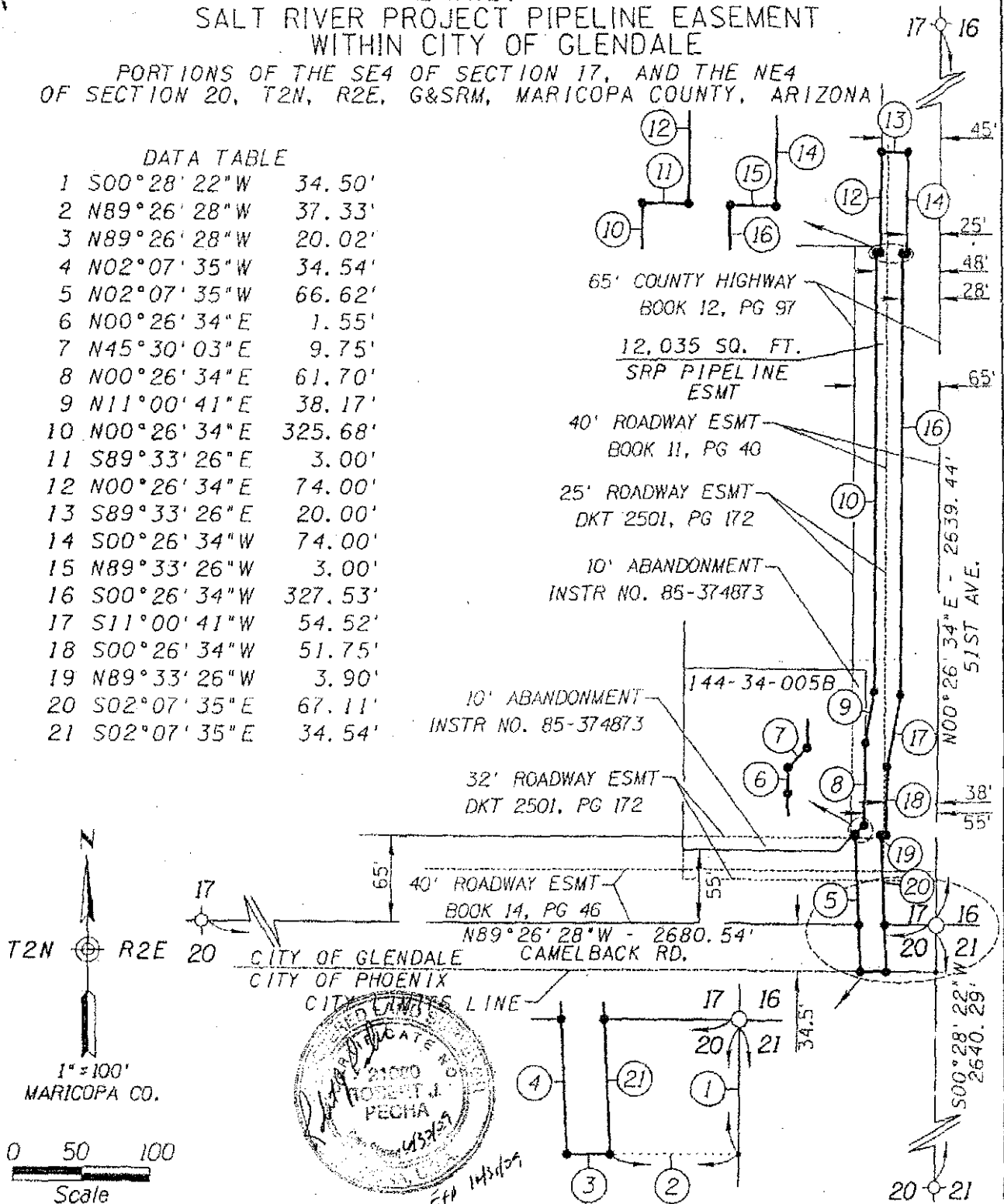


# EXHIBIT A1 SALT RIVER PROJECT PIPELINE EASEMENT WITHIN CITY OF GLENDALE

PORTIONS OF THE SE4 OF SECTION 17, AND THE NE4  
OF SECTION 20, T2N, R2E, G&SRM, MARICOPA COUNTY, ARIZONA

DATA TABLE

|    |             |         |
|----|-------------|---------|
| 1  | S00°28'22"W | 34.50'  |
| 2  | N89°26'28"W | 37.33'  |
| 3  | N89°26'28"W | 20.02'  |
| 4  | N02°07'35"W | 34.54'  |
| 5  | N02°07'35"W | 66.62'  |
| 6  | N00°26'34"E | 1.55'   |
| 7  | N45°30'03"E | 9.75'   |
| 8  | N00°26'34"E | 61.70'  |
| 9  | N11°00'41"E | 38.17'  |
| 10 | N00°26'34"E | 325.68' |
| 11 | S89°33'26"E | 3.00'   |
| 12 | N00°26'34"E | 74.00'  |
| 13 | S89°33'26"E | 20.00'  |
| 14 | S00°26'34"W | 74.00'  |
| 15 | N89°33'26"W | 3.00'   |
| 16 | S00°26'34"W | 327.53' |
| 17 | S11°00'41"W | 54.52'  |
| 18 | S00°26'34"W | 51.75'  |
| 19 | N89°33'26"W | 3.90'   |
| 20 | S02°07'35"E | 67.11'  |
| 21 | S02°07'35"E | 34.54'  |



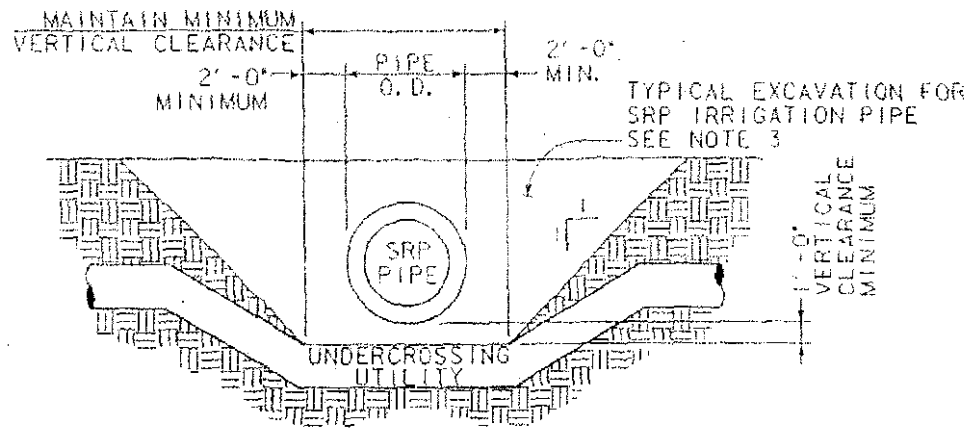
**URS**

7720 North 16th Street  
Suite 100 - Phoenix, AZ  
85020 - 602.371.1100

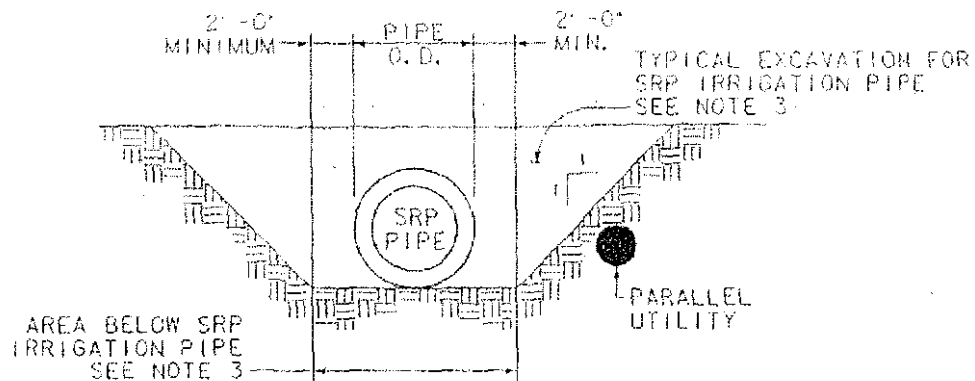
GLENDALE ONBOARD TRANSPORTATION PROGRAM  
CAMELBACK RD. & 51ST AVENUE

## EXHIBIT B

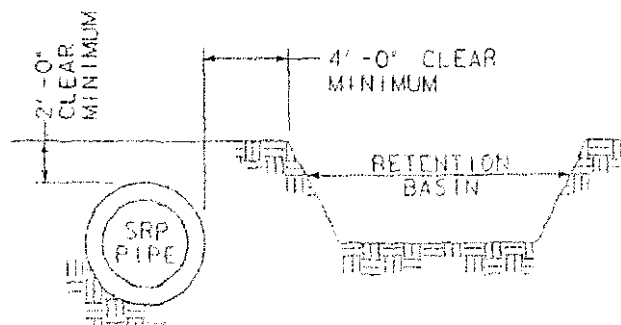
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



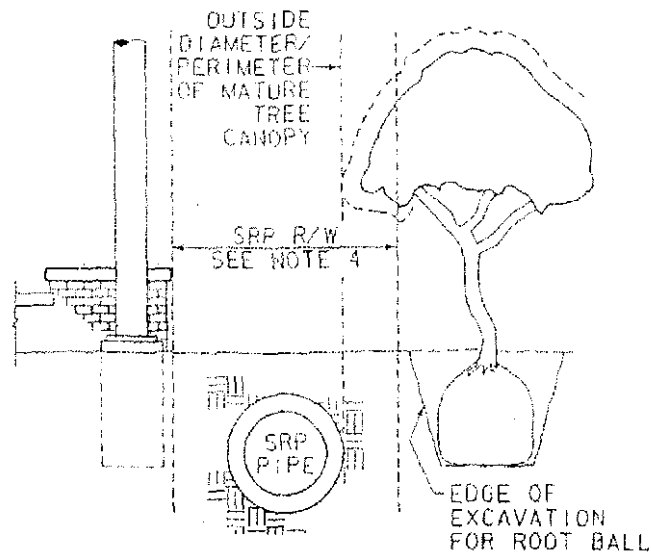
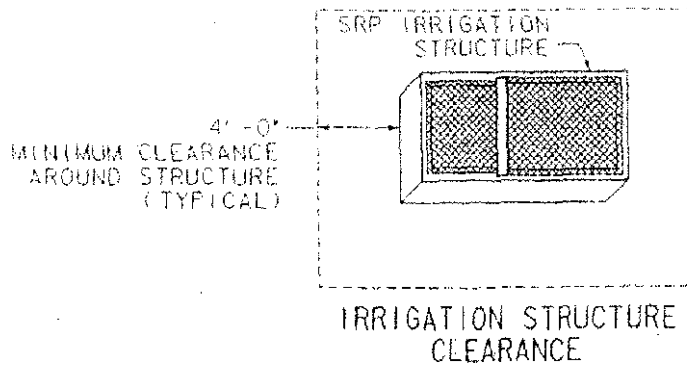
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

## EXHIBIT B

(PAGE 2 OF 2)



### PIPELINES - LANDSCAPING

#### NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-2962 REGARDING LICENSES FOR SITES LOCATED NORTH OF THE SALT RIVER AND AT 602-236-5799 REGARDING LICENSES FOR SITES SOUTH OF THE SALT RIVER.